

Agenda of the Belton City Council June 27, 2023 – 6:00 p.m. 520 Main Street, Belton Missouri <u>https://www.belton.org/watch</u>

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE Councilmember Clark
- III. ROLL CALL
- IV. PERSONAL APPEARANCES
- V. UNFINISHED BUSINESS
  - A. Motion approving the final reading of Bill No. 2023-31
     An ordinance approving the formalization of the Memorandum of Understanding (MOU) between the Belton School District and the City of Belton, Missouri.
- VI. NEW BUSINESS
  - A. Motion approving the first reading of Bill No. 2023-32
     Presented by Andrea Cunningham, City Clerk
     An ordinance accepting a Mid-America Regional Council (MARC) Grant for services to individuals at the Belton Senior Center

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 B. Motion approving the first reading of Bill No. 2023-33
 Presented by Andrea Cunningham, City Clerk
 An ordinance accepting a Missouri Secretary of State Electronic Records Initiative Grant.

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C. Motion approving the first reading of Bill No. 2023-34
 Presented by Casey Koehn, Director of Finance
 An ordinance approving the Reappropriation and Revision of the City of Belton
 Fiscal Year 2024 adopted city budget.

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- D. Motion approving Resolution R2023-68
  - Presented by Matt Wright, Planning & Building Director A resolution approving a professional services agreement with Confluence, Inc. to complete the 2024 Comprehensive Plan.

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E. Motion approving Resolution R2023-69
 Presented by Greg Rokos, Assistant City Manager
 A resolution authorizing the Mayor to execute a Quit Claim deed on behalf of the City of Belton, Missouri in favor of Earl and Tamara Lancour.

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F. Motion approving Resolution R2023-70
 Presented by Joe Warren, City Manager
 A resolution dedicating marijuana sales tax revenues to economic development.

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G. Motion approving Resolution R2023-71
Presented by Greg Rokos, Assistant City Manager
A resolution approving Change Order No. 2 with Superior Bowen Asphalt
Company, LLC for the FY23 Street Preservation Program in the amount of \$1,642,844.98.

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VII. CONSENT AGENDA

One motion, non-debatable, to approve the "recommendations" noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

Presented by Joe Warren, City Manager

#### A. Motion approving the Minutes of the June 13, 2023, City Council Meeting.

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B. Motion approving Resolution R2023-72

# A resolution approving the purchase of a 2022 Ford F350 Super Duty SRW Truck in the amount of \$48,193 from McCarthy Chevrolet.

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#### VIII. COMMUNICATIONS FROM CITY COUNCIL

#### IX. COMMUNICATIONS FROM MAYOR

#### X. CITY MANAGER'S REPORT

<u>July/August 2023 City Council Meetings – 6:00 p.m.</u> July 11, 2023 July 25, 2023 August 8, 2023

#### XI. ITEMS FOR REVIEW AND DISCUSSION

- A. Development timelines and becoming a development friendly organization Presented by Joe Warren, City Manager
- B. Markey Business Park Presented by Matt Wright, Director of Planning & Building
- C. Neighborhood noise complaints Presented by Scott Lyon, Police Chief
- D. Short-Term Rentals Presented by Matt Wright, Director of Planning & Building
- XII. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed, and the meeting adjourned from there.



## Bill 2023-32 COUNCIL ACTION REPORT

Title:Senior Center FY24 MARC Grant Renewal

Agenda Date: June 27, 2023

Presented by: Andrea Cunningham, City Clerk

#### Background

- The Mid America Regional Council (MARC) has helped support the Belton Senior Center operations with grant money since 2011.
- Continued monetary support allows the Belton Senior Center to provide much needed social interaction as well as meals, educational programming, and enhanced quality of life for seniors in Cass County, including Belton, Raymore, and Peculiar.

#### **Financial/Budget Considerations**

- The FY24 Belton Senior Center budget is \$147,147 which includes salaries, the OATS bus contract, and programming.
- The FY24 MARC grant provides partial funding of \$33,000.
- Additionally, the FY24 MARC grant provides up to \$14,432 in transportation reimbursement toward the OATS bus contract and \$10,000 toward required evidence-based programs.

#### Legal Considerations

• There are no legal considerations with renewing this grant.

#### **Policy Considerations**

• There are no policy considerations with renewing this grant.

#### **Staff Recommendation**

• Staff recommends partnering with MARC with the approval of this grant to enhance services for the seniors in our community.

#### AN ORDINANCE ACCEPTING A MID-AMERICA REGIONAL COUNCIL (MARC) GRANT FOR SERVICES TO INDIVIDUALS AT THE BELTON SENIOR CENTER.

**WHEREAS**, Mid-America Regional Council (MARC) is a nonprofit association of 119 cities, 9 counties and the metropolitan planning organization for the bi-state Kansas City region providing assistance in transportation, healthy environments, healthy communities, early learning, safety and security, and local government services; and

**WHEREAS**, the City of Belton has received partial funding via a grant administered through MARC to provide meals and educational programs for area seniors since 2011; and

**WHEREAS**, the MARC Board of Directors has renewed the annual grant (previously approved 2022-4734) to continue supporting and enhance the services at the Belton Senior Center including community center services, site transportation, and evidence-based programs at the Rural Gold Level in the amount of thirty-three thousand (\$33,000.00) dollars, applied toward the salary of the senior center coordinator, for the period of July 1, 2023 to June 30, 2024; and

**WHEREAS**, the City has determined that it is in the best interest of the City to partner with MARC to provide enhanced services and support for senior citizens in our community.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

**Section 1.** That the renewed MARC Community Center Services Agreement Contract #01865-CoB23 herein attached and incorporated into this Ordinance as **Exhibit A** is approved.

**Section 2.** That the City Manager is authorized to sign documents necessary to carry out the intent of this ordinance.

**Section 3.** That this ordinance shall be in full force and effect from and after its passage and approval.

**Section 4.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: June 27, 2023

READ FOR THE SECOND TIME AND PASSED:

Approved this \_\_\_\_\_day of \_\_\_\_\_, 2023

Mayor Norman K Larkey, Sr

Mayor Norman K Larkey, Sr

ATTEST:

Andrea Cunningham, City Clerk of the City of Belton, Missouri

# STATE OF MISSOURI)CITY OF BELTON) SSCOUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk of the City of Belton, Missouri

600 Broadway, Suite 200 Kansas City, Missouri 64105-1659

816-474-4240 816-421-7758 FAX marcinfo@marc.org www.marc.org



June 5, 2023

Ms. Andrea Cunningham City of Belton 520 Main Street Belton, Missouri 64012

Dear Ms. Cunningham:

This letter is to serve as official notification that the Mid-America Regional Council has renewed your agreement to provide services for the program year July 1, 2023 through June 20, 2024. The value of your contract will be:

#### City of Belton, Belton Senior Center - 609 Minnie Avenue, Belton, MO

Transportation services to and from the center, unit rate \$6.56/one-way trip 14	,432
Evidence-based DPHP programs	),000
Administration of the center	5,000
Total Value of Contract	,432

Before any payment can be made for July services, the executed contract must be returned to MARC. You will be expected to appropriately update all required documents as specified in the RFP. No request for payment will be honored until all required documentation has been received.

If you have any questions, please contact Bethany Reyna of the MARC staff.

Sincerely,

Melody L. Ettaton for David Warm

David A. Warm Executive Director

DAW:bh

cc: Peggy Fayard

Chair Carson Ross Mayor Blue Springs, Missouri 2nd Vice Chair Beto Lopez Mayor Pro Tem Lee's Summit, Missouri Treasurer Damien Boley Mayor Smithville, Missouri Secretary Holly Grummert Councilmember Overland Park, Kansas Executive Director David A. Warm



# Bill 2023-33 COUNCIL ACTION REPORT

Title: Secretary of State Electronic Records Initiative grant

Agenda Date: June 27, 2023

Presented by: Andrea Cunningham, City Clerk

#### Background

- The Missouri Secretary of State Local Records Grant Program offers local governments grant funding for approved records management projects.
- The MOSOS has recently added an Electronic Records Initiative (ERI) grant for the purpose of implementing local records preservation. Digital software can be funded through this grant program.

#### **Financial/Budget Considerations**

- The city will go out for RFP (as required) for an Enterprise Content Management (ECM) system and will purchase high-quality desktop scanners.
- This grant is a reimbursement award up to \$27,400 toward an ECM system and three desktop scanners.
- Once established, there will be on-going system maintenance costs to consider. They will need to be budgeted each year.

#### Legal Considerations

• There are no legal considerations with accepting this grant.

#### **Policy Considerations**

• The ECM and desktop scanners will allow city records to be OCR digitized and will create a comprehensive approach to record keeping by increasing secure, city-wide staff access and create efficient document storage and retention through tracking.

#### **Staff Recommendation**

• Staff recommends approval of this grant to enhance city record keeping and eliminate misfiled documents and prevent loss.

#### BILL NO. 2023-33

#### **ORDINANCE NO. 2023-**

# AN ORDINANCE ACCEPTING A MISSOURI SECRETARY OF STATE ELECTRONIC RECORDS INITIATIVE GRANT.

**WHEREAS**, the Missouri Secretary of State (MOSOS) Local Records Grant Program offers Electronic Records Initiative (ERI) grants for the purpose of implementing electronic local records preservation; and

**WHEREAS,** MOSOS has awarded the City of Belton up to \$27,400 in reimbursement toward the purchase of an Enterprise Content Management (ECM) system and high-quality desktop scanners to create a comprehensive city-wide approach to record keeping; and

**WHEREAS**, it is in the best interest of the City to accept this grant and any ongoing maintenance costs for an ECM system and scanners to enhance city record keeping and prevent loss.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

**Section 1.** That the MOSOS Grant Agreement #ERI24-03 herein attached and incorporated into this Ordinance as **Exhibit A** is approved.

**Section 2.** That the City Manager is authorized to sign documents necessary to carry out the intent of this ordinance.

**Section 3.** That this ordinance shall be in full force and effect from and after its passage and approval.

**Section 4.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: June 27, 2023

READ FOR THE SECOND TIME AND PASSED:

Approved this \_\_\_\_\_day of \_\_\_\_\_, 2023

Mayor Norman K Larkey, Sr

Mayor Norman K Larkey, Sr

ATTEST:

Andrea Cunningham, City Clerk of the City of Belton, Missouri

STATE OF MISSOURI)CITY OF BELTON) SSCOUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk of the City of Belton, Missouri



JOHN R. ASHCROFT SECRETARY OF STATE STATE OF MISSOURI

LOCAL RECORDS (573) 751-9047

JAMES C. KIRKPATRICK STATE INFORMATION CENTER (573) 751-4936

May 24, 2023

Joe Warren City Manager 506 Main St. Belton, MO 64012

Dear Mr. Warren:

I am pleased to inform you that the City of Belton will receive funds under the Local Records Preservation Electronic Records Initiative Grant Program of up of \$27,400.

Grant agreement papers are included in this mailing. The awarded applicant, or their authorizing agency if the awarded applicant does not have the authority to enter into binding agreements, must sign and return a copy of the agreement for signature by a duly designated representative of the State of Missouri. Please mail the signed agreements to the Grant Administrator, Local Records, Office of the Secretary of State, PO Box 1747, Jefferson City, MO 65102, or email a scanned copy to <u>local.records@sos.mo.gov</u>.

Initiation of the project may begin after you receive a notice to proceed from this office, in no case earlier than July 1, 2023. If you have any questions or concerns please contact John Korasick, by phone (573) 751-1819 or email <u>local.records@sos.mo.gov</u>.

The awarded funds acknowledge and support your effort to preserve Missouri's heritage through effective records management and preservation. Congratulations and best wishes for the successful completion of your project.

Sincerely, Charget John F

Secretary of State

ER124-03

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600 W. MAIN STREET • JEFFERSON CITY 65101

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### LOCAL RECORDS ELECTRONIC RECORDS INITIATIVE GRANT MISSOURI SECRETARY OF STATE

Offered through the Local Records Preservation Program

#### **Grant Agreement**

This Agreement is entered into between the Missouri Office of the Secretary of State, (hereinafter, the "Office") and the City of Belton (hereinafter, "Grantee"). In consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

- (1) <u>PURPOSE</u>: The Missouri General Assembly pursuant to Section 109.221, RSMo, has authorized funds to be used for preserving local records. The purpose of this Agreement is to award to the Grantee the use of such funds, to be administered by the Office, for the purpose of implementing a local records preservation project.
- (2) <u>GRANT AWARD</u>: The Office shall pay to the Grantee an amount not to exceed twentyseven thousand four hundred dollars (\$27,400) as reimbursement for performance of the work and services set forth in this Agreement. This is a partial award of the original request.
- (3) <u>SCOPE OF GRANT</u>: The Grantee shall use the grant funds awarded under the terms of this Agreement to implement the local records preservation project—purchase ECM software and 3 scanners--as fully described in the Grantee's project plan and project budget, which are attached and incorporated as part of this Agreement.
- (4) <u>NOTICE</u>: All notices, reports, or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Grantee or the Office at their respective addresses of record. Either party may change its address of record by written notice to the other party.
  - (A) <u>Notice to the Office</u>: Notices to the Office shall be addressed and delivered to the following:

Grant Administrator Local Records Division 600 W. Main, P.O. Box 1747 Jefferson City, MO 65102

 (B) <u>Notice to Grantee</u>: Notices to the Grantee shall be addressed and delivered to the following: Joe Warren, City Manager City of Belton 506 Main St. Belton, MO 64012

Local Records ERI Grant FY24

- (5) <u>PROJECT NUMBER</u>: The Project Number for the work and services under this Agreement is **ERI24-03**.
- (6) <u>REPORTS</u>: The Grantee shall submit to the Office:
  - (A) An interim report summarizing and evaluating the Grantee's accomplishments pursuant to this Agreement. The Grantee shall submit the interim report by **January 15, 2024**.
  - (B) A final report summarizing and evaluating the work and services completed pursuant to this Agreement. The final report shall be submitted by May 31, 2024.
- (7) <u>OFFICE ASSISTANCE</u>: The Office shall provide forms for completing certain interim and final reports. The Office may advise and assist the Grantee, as resources permit, in implementing and evaluating the work and services to be performed pursuant to this Agreement.
- (8) <u>RECORDS</u>: The Grantee shall retain, for not less than five (5) years from the termination date of the grant period, records documenting the expenditure of all funds provided by the Office pursuant to this Agreement. The Grantee shall, upon request, provide to the Office any records so retained.
- (9) <u>AUDIT AND ACCOUNTING</u>: The Grantee shall use adequate fiscal control and accounting procedures to disburse properly all funds provided by the Office pursuant to this Agreement. The Grantee shall submit to the Office copies of all financial reports and audits performed pursuant to Article VI, Section 24 of the Missouri Constitution, Section 105.145, RSMo, or 15 CSR 40-3.030. If there are any adverse audit findings the grantee must submit a copy of the audit findings and keep the Office apprised of local action and resolution.
- (10) <u>LAW TO GOVERN</u>: This Agreement shall be construed according to the laws of the state of Missouri. The Grantee shall perform all work and services in connection with this Agreement in conformity with applicable state and federal laws and regulations including, but not limited to, Article VI, Section 24 of the Missouri Constitution, Section 105.145, RSMo, Section 109.221, RSMo, 15 CSR 40-3.030, and 15 CSR 30-45.030.
- (11) <u>SUBCONTRACTING</u>: The Grantee may subcontract work and services set forth in this Agreement, provided that the Office shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Grantee shall be solely responsible for the services provided in connection with this Agreement and solely liable to any subcontractor for all expenses and liabilities incurred under the subcontract.
- (12) <u>AMENDMENTS</u>: Any change in this Agreement, whether by modification or supplementation, shall be accomplished by a formal written amendment signed and approved by the duly authorized representatives of the Grantee and the Office.

- (13) <u>INDEMNIFICATION</u>: The Grantee shall be responsible for the acts, omissions to acts or negligence of the Grantee, its agents, employees and assigns. The Grantee shall hold harmless and indemnify the Office, including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the Grantee in connection with or in any way relating to this Agreement.
- (14) <u>SOVEREIGN IMMUNITY</u>: The State of Missouri, its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.
- (15) <u>INDEPENDENT CONTRACTOR</u>: The Grantee, its agents, employees and assigns shall act in the capacity of an independent contractor in performance of this Agreement and not as an agent, employee or officer of the Office of the Secretary of State.
- (16) <u>CANCELLATION</u>: The Office, by providing the Grantee with written notice of cancellation, may cancel this Agreement at any time for a failure by the Grantee to fulfill its obligations under this Agreement. The Office shall determine if the Grantee has fulfilled its obligations under this Agreement. Should the Office exercise its right to cancel this Agreement, the cancellation shall become effective upon the date specified in the notice of cancellation sent to the Grantee. In the event of a cancellation of the Agreement, the Office shall compensate the Grantee for work and services completed prior to the notice of cancellation.
- (17) <u>HEADINGS</u>: The underlined headings appearing within this instrument shall not be incorporated as part of this Agreement and are included only for the convenience of the reader.
- (18) <u>ENTIRE AGREEMENT</u>: This instrument embodies the whole agreement of the parties. No amendment shall be effective unless it is accomplished by a formal written amendment signed and approved by the duly authorized representatives of the Grantee and the Office.
- (19) <u>COPYRIGHT</u>: The Grantee may copyright materials produced pursuant to this Agreement provided that the state of Missouri reserves the royalty-free, non-exclusive, irrevocable right to reproduce, publish or otherwise use the work or authorize others to use the work. Any publication resulting from or primarily related to funds provided pursuant to this Agreement shall contain an acknowledgment that the publication was supported in whole or in part with state funds.
- (20) <u>ACCESS</u>: The Grantee, at any time during the grant period, shall provide to the Office access to the site of the work being provided under this Agreement.
- (21) <u>MAINTENANCE OF GRANT PRODUCT</u>: The Grantee shall maintain, or expand, any Enterprise Content Management (ECM) or other solution funded through this grant for a period of five (5) years following the grant period.

Joe Warren, City Manager City of Belton

Signatory PRINTED Name

Signature

MISSOURI OFFICE OF SECRETARY OF STATE

lun Ne

Executive Deputy Secretary of State

3

Date

John Korasick, Director Local Records Division

5/1/23

Date

Date

Title

Due to high demand for Local Records Grant Funds for FY24, it was necessary to reduce some grant awards. The following funding was denied for ERI24-03.

Denied/reduced funding:

\$2,600, reduced to 3 scanners

#### ERI24-03

### 1. Grant Request: \$30,000

2. Budget Details. Present a breakdown of your request. What software/hardware/service/other will be funded through this grant?

Software Costs - ECM software estimated at \$23,500.

Hardware Costs - 5 scanners used by multiple departments estimated at \$1,300 each (Amazon); total of \$6,500. If the bid for the software comes back higher than expected, we will purchase fewer scanners.

Additional/Optional Software Costs - If the ECM software provides a public access portal for select records, we may elect to purchase fewer scanners and pursue adding this to our website.

Project total of \$30,000

We will follow a formal bidding process upon receipt of award, as required.



# Bill 2023-34 COUNCIL ACTION REPORT

**Title: Reappropriation and Revision of the FY 2024 Budget** 

Agenda Date: June 27, 2023

Presented by: Casey Koehn, Director of Finance

#### Background

• Budgeted FY23 expenditures that were not expensed in FY23 need to be reappropriated for FY24.

### **Financial/Budget Considerations**

- The cash balance in each fund supports the reappropriation of the expenses.
- Itemized list of expenditures:

				Amended
Fund	Dept	Account	Item	Amount
10	0000	391-4012	Trf from Public Safety Sales Tax	743,956
10	4400	495-7300	Bldg. Imp-Fire	61,579
10	4400	495-7400	Riot Shield/Helmet-PD	5,623
10	4400	495-7500	Brush Truck-Fire	93,407
10	4400	495-7500	Shift Cmdr Fire	9,947
10	4400	495-7500	Det Veh - PD	140,000
10	4400	495-7500	SWAT - PD	273,400
10	4400	495-7500	Patrol Cars - PD	160,000
12	3600	400-8510	Transfer to Gen Fund	579,023
12	3800	400-8510	Transfer to Gen Fund	164,933
220	3010	495-7300	Playground Equip	168,871
220	3040	495-7300	Fire Panel	19,599
224	0000	495-7300	Capital Improvements – Asbestos Abatement	35,600
224	0000	495-7300	Capital Improvements – Demolition	39,400
224	0000	495-7300	Capital Improvements – HAZMAT Oversight	16,550
225	0000	495-7500	Truck	60,000
225	0000	400-4032	Street Striping	137,978
442	5415	495-7117	Route 58 & Powell	1,000,000
445	0000	367-2100	MoDOT Cost Share	-1,080,000
445	0000	391-2334	Trf from GO Bond Fund 334	11,641,000
445	5318	495-7117	Capital - Construction	5,000,000
451	5608	495-7117	Construction Costs	600,000
462	0000	400-8562	Trf to Water Fund	1,800,000
660	0000	495-7300	Central Square-upgrade	50,000
660	0000	495-7300	Stream Bank Stabilization	356,249



660	0000	495-7300	Public I & I Program	495,428
660	0000	495-7400	Remote Real Time Reading	45,000
660	0000	495-7400	Jetter Easement Machine	65,000
660	0000	495-7400	Forestry Cutter 1/3	16,000
660	0000	495-7400	Water Meter Register Replacement	242,400
662	0000	391-4620	Trf from Water Impact Fee	1,800,000
662	0000	495-7300	Water Line replacement	1,316,534
662	0000	495-7300	Holmes Pump Station Erosion Improvements	250,000
662	0000	495-7300	Water Hydraulic Study	64,749
662	0000	495-7400	SCADA North Scott Pump Station	11,000
662	0000	495-7400	Remote Real Time Meter Reading System	105,000
662	0000	495-7400	Water Meter Register Replacement	142,800
665	0000	495-7400	Used J Deere 7400A Terrain Cut	16,500
			Total	26,647,526

### Legal Considerations

• There are no legal considerations.

### **Policy Considerations**

• There are no policy considerations.

#### **Staff Recommendation**

• Staff recommends approval.

#### AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2024 ADOPTED CITY BUDGET.

WHEREAS, on March 28, 2023, the City Council approved the Fiscal Year 2024 City Budget; and

WHEREAS, amounts that were approved in the Fiscal Year 2023 City Budget that were not spent and need to be reappropriated in the Fiscal Year 2024 City Budget are now known.

#### NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

**SECTION 1.** That the City Council hereby appropriates, reappropriates, carries over, or otherwise revises the following accounts, funds, and monies as set forth below:

Fund	Account	Account Name	Approved Budget	Amended Amount	Amended Budget
10 -General	0000-391-4012	Trf from Public Safety Sales Tax	3,299,360	743,956	4,043,316
10	4400-495-7300	Capital - Improvements	345,000	61,579	406,579
10	4400-495-7400	Capital - Equipment	582,700	5,623	588,323
10	4400-495-7500	Capital - Vehicles	2,081,243	676,754	2,757,997
12- PSST	3600-400-8510	Transfer to General Fund	1,631,973	579,023	2,210,996
12	3800-400-8510	Transfer to General Fund	1,667,386	164,933	1,832,319
220 - Parks	3010-495-7300	Capital - Improvements	97,000	168,871	265,871
220	3040-495-7300	Capital - Improvements	25,000	19,599	44,599
224	0000-495-7300	Capital Improvements	0	91,550	91,550
225 – Street	0000-400-4032	Street Striping	30,000	137,978	167,978
225	0000-495-7500	Capital - Vehicles	0	60,000	60,000
442 – Cap Proj	5415-495-7117	Route 58 & Powell	3,746,450	1,000,000	4,746,450
445 – Street Cap Proj	0000-367-2100	MoDOT Cost Share	1,080,000	-1,080,000	0
445	0000-391-2334	Trf from GO Bond Fund 334	0	11,641,000	11,641,000
445	5318-495-7117	Capital - Construction	4,478,796	5,000,000	9,478,796
451	5608-495-7117	Construction Costs	2,200,000	600,000	2,800,000

		Trf to Water			
462 – Water Impact	0000-400-8562	Fund	0	1,800,000	1,800,000
		Capital -			
660 - Wastewater	0000-495-7300	Improvements	3,997,846	901,677	4,899,523
		Capital -			
660	0000-495-7400	Equipment	1,641,000	368,400	2,009,400
		Trf from Water			
662 - Water	0000-391-4620	Impact Fee	0	1,800,000	1,800,000
		Capital -			
662	0000-495-7300	Improvements	1,750,000	1,631,283	3,381,283
		Capital -			
662	0000-495-7400	Equipment	48,500	258,800	307,300
		Capital -			
665 - Golf	0000-495-7400	Equipment	75,392	16,500	91,892
				26,647,526	

**SECTION 2.** That this ordinance shall be in full force and effect from and after its passage and approval.

**SECTION 3.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

#### READ FOR THE FIRST TIME: June 27, 2023

#### READ FOR THE SECOND TIME AND PASSED:

Approved this \_\_\_\_\_day of \_\_\_\_\_, 2023

Mayor Norman K Larkey, Sr

Mayor Norman K Larkey, Sr

ATTEST:

Andrea Cunningham, City Clerk of the City of Belton, Missouri

STATE OF MISSOURI)CITY OF BELTON) SSCOUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2023, and thereafter adopted as Ordinance No. 2023-\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City

Council held on the \_\_\_\_ day of \_\_\_\_, 2023, after the second reading thereof by the following vote, to-wit:

- AYES: COUNCILMEMBER:
- NOES: COUNCILMEMBER:
- ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk of the City of Belton, Missouri



# R2023-68 COUNCIL ACTION REPORT

#### Title: Professional Services Agreement with Confluence, Inc. (2024 Comprehensive Plan)

#### Agenda Date: June 27, 2023

#### Presented by: Matt Wright, Planning & Building Director

#### Background

• The City issued a Request for Proposals (RFP) on April 12, 2023 to request firms provide proposals for professional services to complete the Comprehensive Plan update.

#### **Financial/Budget Considerations**

- \$200,000 was included in the FY2024 budget as part of the Capital Improvements Program (CIP) for the Comprehensive Plan update.
- The total fee proposed under the scope of work and project schedule is \$198,500.

#### **Legal Considerations**

- The professional services agreement has been developed in consultation with the City Attorney.
- To comply with Missouri State Statutes, the final draft of the Comprehensive Plan is required to be reviewed and adopted by Resolution through the Planning Commission.

#### **Policy Considerations**

• The Comprehensive Plan will be utilized to guide future development and redevelopment of the city and will influence future policies related to growth and development.

#### **Staff Recommendation**

• Staff recommends approval of the professional services agreement with Confluence, Inc. to complete the Comprehensive Plan update.

#### R2023-68

#### A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CONFLUENCE, INC. TO COMPLETE THE 2024 COMPREHENSIVE PLAN

WHEREAS, the City's last Comprehensive Plan update was in 1992; and

**WHEREAS**, the City Council approved funding for a Comprehensive Plan update in the FY2024 budget as part of the Capital Improvements Program; and

**WHEREAS**, a Request for Proposals (RFP) was issued on April 12, 2023 requesting firms submit proposals to provide the professional services needed to complete the update; and

**WHEREAS**, the City received four proposals, all of which where reviewed and all four project teams interviewed by an internal interview team of staff; and

WHEREAS, the interview team recommended contracting with Confluence, Inc.; and

WHEREAS, Confluence, Inc. has the experience and qualifications to assist and guide the development and completion of the Comprehensive Plan update.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

- Section 1. That the 2024 Comprehensive Plan Professional Services Agreement herein attached and incorporated as Exhibit A is hereby approved.
- Section 2. That the Mayor is hereby authorized to execute the 2024 Comprehensive Plan Professional Services Agreement on behalf of the City of Belton, Missouri.
- **Section 2.** This resolution shall take effect and be in full force from and after its passage and approval.
- **Section 3.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2023.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk of the City of Belton, Missouri

STATE OF MISSOURI)CITY OF BELTON) SSCOUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk of the City of Belton, Missouri



#### PROFESSIONAL SERVICES AGREEMENT FOR 2024 COMPREHENSIVE PLAN

THIS SERVICE AGREEMENT, entered into on this \_\_th day of \_\_\_\_\_, 2023 by and between the CITY OF BELTON, MISSOURI ("City") and CONFLUENCE, INC. ("Consultant").

WHERAS, the City requires professional services to update Belton's Comprehensive Plan ("Services"); and

WHEREAS, the Consultant has a proven record of providing the professional services required by the City to complete an update of Belton's Comprehensive Plan, and is determined to possess the necessary skills, qualifications and expertise to provide the Services.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

- I. SCOPE OF SERVICES
  - A. The term "Services" when used in this Agreement shall mean all phases and tasks necessary to complete the Comprehensive Plan update, including final documents for formal adoption, provided by the Consultant in accordance with this Agreement. Confluence will be assisted by Leland Consulting Group and TranSystems. A detailed Scope of Services is provided in **Appendix A** of this Agreement.
  - B. The City reserves the right to direct revision of the Services at the City's discretion. Consultant shall advise the City of additional costs and time delays, if any, in performing the service, before Consultant performs the revised services.
  - C. For clarification, none of the services described in **Appendix A** are or will constitute engineering services as defined by Section 327.181, RSMo, or land surveying services as defined by Section 327.272, RSMo. If Consultant reasonably believes that any services requested by City constituted engineering or land surveying services, Consultant shall immediately inform City of its belief and cease to perform said service.
- II. STANDARD OF CARE
  - A. Consultant shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
  - B. Consultant represents it has all necessary knowledge and experience required to perform the Services described herein.
- III. COMPENSATION
  - A. Consultant shall bill the City monthly for services fees and reimbursable expenses based on the scope service fees by task as provided in **Appendix A** of this Agreement. The City agrees

to pay the balance of the invoice within thirty (30) days of the invoice date, and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility.

- B. In the event that the City disputes an invoice, the City agrees to inform the Consultant within ten (10) days of receipt of the invoice, and both parties agree to meet within ten (10) days of the Consultant's receipt of the dispute notice to clarify the nature of the dispute in an effort to resolve it while minimizing impacts to the performance of the services as outlined in **Appendix A**.
- C. Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

#### IV. SCHEDULE

- A. Consultant shall commence performance of the Services as agreed upon after execution of this Agreement.
- B. Neither the City nor the Consultant shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- C. If Consultant's performance is delayed due to delays caused by the City, Consultant shall have no claim against the City for damages or payment adjustment other than the necessary time to perform the Services.

#### V. LIABILITY AND INDEMNIFICATION

- A. Consultant shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Consultants' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Consultant's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Consultant creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
- B. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.
- VI. INSURANCE. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.
  - A. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than \$3,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident of occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of

this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

- B. The Consultant shall obtain and maintain Workers' Compensation Insurance at the limits required by Missouri law for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.
- C. Professional Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage.
- VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL While upon City premises, the Consultant shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

#### VIII. OWNERSHIP OF WORK PRODUCT

Consultant agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Consultant therein (collectively the "Works") are intended to be owned by the City. Accordingly, Consultant hereby assigns to the City all of its right title and interest in and to such Works.

#### IX. RELATIONSHIP OF THE PARTIES

- A. All of the Services required hereunder will be performed by the Consultant, and shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- B. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

#### X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Consultant shall be sent to:
  - City of Belton Attn: Matt Wright, Planning & Building Director 520 Main St., Belton, MO 64012 <u>mwright@belton.org</u>
- C. Notices sent by the City shall be sent to: Confluence, Inc. Christopher Shires 525 17<sup>th</sup> St., Des Moines, IA 50309

cshires@thinkconfluence.com

#### XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.

#### XII. MISCELLANEOUS PROVISIONS

- A. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. <u>Assignability</u>. Consultant shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. <u>Media Announcements</u>. Consultant shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. <u>Compliance with Local Laws</u>. Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. <u>Equal Employment Opportunity.</u> During the performance of this Agreement, Consultant agrees they will not discriminate because of race, creed, color, national origin, religion, or sex.
- F. <u>Interest of Members of a City</u>. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Consultant shall take appropriate steps to assure compliance.
- G. <u>Interest of Consultant and Employees</u>. Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. <u>Entire Agreement</u>. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Consultant, and attached hereto.
- I. <u>Severability</u>. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. <u>Waiver</u>. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of

this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

K. <u>Third Parties</u>. The Services to be performed by the Consultant are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF BELTON, MISSOURI

Ву: \_\_\_\_\_

Norman K. Larkey Sr., Mayor

ATTEST:

Andrea Cunningham, City Clerk

CONFLUENCE, INC.

By:

Chris Shires, Principal

#### A. SCOPE OF SERVICES

#### PHASE 1: EXISTING CONDITIONS ASSESSMENT

#### (APPROXIMATELY 3 MONTHS)

#### **1.1 PRE-KICK-OFF MEETING WITH CITY STAFF**

The Consultant Team will hold a meeting with City staff to review the project scope and meeting dates, discuss the agenda items, and prepare for the Project Kick-Off Meeting. We will also discuss and finalize plans for the Communication and Public Outreach Plans.

#### **1.2 Communications and Public Outreach Plans**

The Consultant Team will work with City staff to finalize a Communication Plan that identifies the types of engagement methods to be used in the planning process as well as all preliminary dates and times for each meeting or activity.

A Public Outreach Plan will also be created that describes the purpose, expectations, and advertising plan for each proposed public engagement activity. This plan will determine responsibilities for both the City staff and the consultant team. We typically create meeting flyers, press releases, and graphics for posting on the City's website and social media. If desired by the City, we will design yard-signs to advertise a meeting.

#### 1.3 Kick-Off Meeting with Comprehensive Plan Steering Committee

The Consultant Team will facilitate a Project Kick-Off Meeting with City staff and the Steering Committee (SC). The purpose of this meeting is to:

- Establish roles, responsibilities, and project contacts
- Review the project scope, schedule, and key meeting dates
- Identify key stakeholders
- Review the Communication and Public Outreach Plans
- Identify special character districts and subareas

We will also take the opportunity to perform some visioning exercises with the group to review the current issues and opportunities.

#### **1.4 Data Gathering and Existing Conditions Analysis**

Our team will gather the best available data to evaluate the existing conditions of the community. Analysis will cover many topics including:

- Recent local and regional planning work
- Demographic profile including population projections
- Employment and economic market analysis
- Existing land use and zoning
- Existing and planned transportation data
- Natural features such as floodplain, slopes, and tree cover
- Parks, open space, and trails
- Tourism opportunities

- Community services
- Infrastructure
- Special character areas/subareas

#### 1.5 Project Branding

With the input and review of the City, our team will help identify a brand for this planning effort that reflects the values of the community today and symbolizes where the community is heading. The branding will include a color scheme and font selection as well as a thoughtful name and graphic / logo. This branding will be used on all material relating to the plan.

#### 1.6 Project Website Launch

After a project branding is identified, our team will create a project website using the Social Pinpoint platform. During Phase 1, this website will serve as an information management tool about the planning process and schedule. Later, engagement activities will be added to the site.

#### 1.7 Existing Conditions Analysis Review Meeting with Comprehensive Plan Steering Committee

Our team will present to City staff and the Steering Committee an overview of our team's analysis of the previous plans, existing conditions, and anticipated trends including:

- A preliminary assessment of issues and opportunities
- Community profile with population and housing analysis
- An employment and economic analysis
- A preliminary transportation assessment

#### 1.8 Existing Conditions Analysis Review Joint Workshop with Planning Commission and City Council

Our team will conduct a workshop with the Planning Commission and City Council to review the project goals and scope as well as the analysis previously provided to the Steering Committee in Task 1.7.

#### **1.9 Existing Conditions Assessment Report**

Our team will create an existing conditions assessment report for City staff to review. The report will include a summary of all existing conditions analysis covered in Task 1.4. This can be used either as a chapter within the report or as an appendix. We would suggest City staff review the report and provide edits or comments before draft writing begins in Phase 4.

Phase 1 Project Deliverables:

- Communication and Public Outreach Plan
- Project Branding and Guide
- Project Website Launch
- Existing Conditions Assessment Report

#### PHASE 2: PUBLIC & STAKEHOLDER ENGAGEMENT

#### 2.1 Stakeholder Interviews + Focus Groups

Our team will conduct key stakeholder interviews and small focus group meetings. We will ask for assistance from City staff and the Steering Committee to identify community stakeholders that can help

(APPROXIMATELY 2 MONTHS)

us setup focus group meetings and connect with segments of the Belton population that might not otherwise participate in the planning process.

#### **2.2** Interactive Engagement Activities on Website

At the start of Phase 2, the Consultant Team will update the Social Pinpoint project website to facilitate online engagement. We would anticipate using a mapping activity as well as an interactive idea board to help capture input on the site. This same site will host surveys and will be updated and utilized as part of Phase 4 to reveal the draft plans and seek public input. This website will be closed after the conclusion of this project.

#### 2.3 Statistically-Valid Survey

Near the start of the planning process, our team will contract ETC Institute to conduct a statistically valid community survey to complement our other engagement activities. The statistically valid survey will help provide even more justification for the plan's eventual implementation framework, goals, and strategies.

#### 2.4 Pop-Up Event Booths

We will attend two community events and set up a pop-up booth to advertise the planning process and collect additional input. Our team has a large Confluence themed tent that can be set up at various indoor and outdoor community events.

#### 2.5 Box City Event

Our team will coordinate the hosting of a Box City event either with a local elementary school or the library. This kids-focused event uses arts, crafts, and various shaped boxes to help kids get involved in community visioning. We set up a base community with streets, a river, and trees and encourage kids to fill out a "building permit", design, and place their desired development within the community. This allows kids to feel engaged and can help bring busy parents into the fold. This can also be performed during the Public Visioning Workshop to encourage parents to attend.

#### 2.6 Youth Workshop

Our team will host a youth-specific workshop with a group of high school-aged students to hear more about their ideas for the Belton as future homeowners and businessowners. We would ask for City staff or Steering Committee assistance to connect us to the right group of young people.

#### 2.7 Public Visioning Workshop

Our team will facilitate a structured Public Visioning Workshop to identify key issues, priorities, opportunities, and preferences that will guide the direction of the Comprehensive Plan. At this meeting, we will provide an overview of the comprehensive plan process and seek input on various aspects of the plan.

The workshop will include a project overview session to review the findings of our initial data collection and research. Prior to commencing the community input activities, we will provide a brief "Planning 101" to explain what a Comprehensive Plan is, how it is used, and how will it impact them.

A series of hands-on engagement boards and activities will be provided to help generate an overall vision for Belton and key project goals. This will include dot exercises, visual preference boards, land use puzzle activity, and more.

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#### 2.8 Strategic Opportunities Charette

Our team would facilitate a strategic opportunities charette for a select group of residents, committee/commission members, elected officials, or staff. We would work with the City to identify the best group. This interactive visioning exercise would be held to identify strategic opportunities for Belton. The results of this charette would directly impact the creation of strategic opportunity maps for the planning effort as well as influence the Future Land Use Plan and other implementation strategies.

#### 2.9 Public & Stakeholder Engagement Review with Comprehensive Plan Steering Committee

Following these various public and stakeholder input meetings, the Consultant Team will meet with the Steering Committee to share all of the information gathered from the various engagement activities conducted to date. The purpose of this meeting is to review the ideas generated by the stakeholders and community members and set the preferred direction of the comprehensive plan. Our team will brainstorm a possible vision statement and project goal ideas with the Steering Committee based upon the summary presentation of input received. This feedback will be used in Phase 3 to create vision, goals, and key recommendations for the plan.

#### Phase 2 Project Deliverables:

- Public & Stakeholder Engagement Summary Report
- Statistically-Valid Survey Results Report Summary
- Market Analysis appendix document

#### PHASE 3: VISION & GOALS + KEY RECOMMENDATIONS

(APPROXIMATELY 1 MONTH)

#### 3.1 Project Goals and Vision Statement

Based upon our review of the existing conditions analysis and public input completed during phases 1 and 2, our team will identify a series of project goals and a vision statement.

#### 3.2 Key Recommendations Summary Report

Our team will prepare a key recommendations summary report for the City to review prior to the writing of the new comprehensive plan. The key recommendations summary report will identify the overarching ideas that will lead the plan formation and creation. Project goals and the vision statement from Task 3.1 will also be included within the report. The draft report will be delivered to the City and our team will wait for feedback and confirmation before moving forward on various plan draft elements.

#### 3.3 Department Head Key Recommendations Review Meeting

Our team recommends a meeting with department heads and other key City staff to review the key recommendations draft report. This meeting could get all City departments on the same page and identify any missing links or issues areas before draft plan writing. It would also give other departments an opportunity to lobby for different ideas or recommendations to be included in the draft plan.

Phase 3 Project Deliverables:

- Project Goals and Vision Statement
- Key Recommendations Summary Report

#### PHASE 4: DRAFT PLAN + EVALUATION

#### (APPROXIMATELY 4 MONTHS)

#### 4.1 Draft Plan

With the key recommendations report completed, our team will then begin drafting the new plan. The exact chapters will be decided based on public input and coordination with City staff, however, at a minimum it would include the following topics: land use, economic development, transportation, housing, infrastructure and utilities, parks, recreation & open space, community character, and implementation strategy.

The draft plan will be completed in sections and sent for review. This will help create a better, more responsive, and thorough planning process overall. Draft plan sections will be sent to City staff for review and initial feedback prior to being shared with the Steering Committee.

#### 4.2 Draft Plan Review with Steering Committee

Our team will present elements/chapters of the draft Comprehensive to the City staff and Steering Committee, record feedback and comments, and update and modify the drafts as requested. We anticipate three to four meetings with the Steering Committee to review the plan draft.

#### 4.3 Draft Plan Public Open House

Our team will present the draft comprehensive plan at a Public Open House to be held over an afternoon and evening utilizing story boards to explain the different plan elements and chapters. This draft will be posted to the online engagement site to allow for a general public review and comment period.

#### 4.4 Draft Plan Joint Workshop with Planning Commission and City Council

The Consultant Team will present an overview of the draft comprehensive plan update to the Planning Commission and City Council and provide a review of the public comments from the public open house and the general public comment period. Our team will record feedback and update and modify the draft as requested.

#### 4.5 Public Comment and Review Period

A full copy of the draft plan and the Future Land Use Plan could be uploaded to the project website. A follow-up survey or comment box will be created to collect comments about the draft. We could additionally upload the entire draft to the Adobe Cloud and allow for comments directly onto the draft PDF document. This feedback would be collected and recommended changes would be presented to City staff.

#### Phase 4 Project Deliverables:

- Draft Plan
- Summary of Public Comments and Recommended Updates

#### PHASE 5 - FINAL PLAN + ADOPTION

(APPROXIMATELY 2 MONTHS)

#### 5.1 Final Draft Plan

The Consultant Team will prepare a final draft of the Comprehensive Plan and submit it to City staff for review and comment. We will address City staff comments and submit a revised final draft to City staff.

#### 5.2 Final Draft Review Session with Steering Committee

The Consultant Team will review the final draft of the Comprehensive Plan with the Steering Committee, noting changes made to the plan based upon the input of the public and feedback from the Commission and Council. The goal of this final meeting is to ensure the final draft represents the Committee's final recommendations to the Commission and Council.

#### **5.3 Planning Commission Public Hearing**

The Consultant Team will attend the Planning Commission Public Hearing for the review and recommendation on the adoption of the Comprehensive Plan. We will assist the City staff with the presentation of the Plan and will make subsequent revisions to the Plan as may be requested by the Commission and submit updated copies to City staff.

#### 5.4 City Council Public Hearing

The Consultant Team will attend the City Council Hearing for the review and approval of the Comprehensive Plan. We will assist the City staff with the presentation of the Plan and will make subsequent revisions to the Plan as may be requested by the Council and submit updated copies to City staff.

#### 5.5 Final Plan Deliverables

Upon adoption of the new Comprehensive Plan, our team will work with the City to assist with printing and final product deliverables including the following:

- A complete final draft of the Comprehensive Plan ready for adoption by the City, including all exhibits and attachments;
- Electronic copy of the plan in an interactive PDF; all maps provided in PDF form and layers in ARCGIS or similar format acceptable to the City;
- An executive summary (or similar document) useful to the development community;
- Data, analysis, and all sources used to create the Comprehensive Plan, including but not limited to, spreadsheets, mapping (ESRI format); and
- The full statistically-valid survey report with local City comparisons in PDF format.

#### **B.** Scope Service Fees by Task

The City will compensate Confluence on a lump sum basis as provided herein and will pay Confluence monthly based on the percent completion of each phase subject to the terms of this Agreement. Not included are reimbursable expenses for travel, printing, meeting materials, yard signs, and the Social Pinpoint website fee, which are not to exceed \$5,000. Also not included is the reimbursable expense for the community survey. Confluence will contract with ETC Institute to conduct a community survey for an amount not to exceed \$17,500. Reimbursable expenses will be included on each monthly invoice as incurred in accordance with the Standard Hourly Rates and Reimbursable Expenses schedules included in **Appendix A**.

FEES BY PHASE	
Phase 1: Research + Analysis	\$40,000
Phase 2: Public & Stakeholder Engagement	\$46,000
Phase 3: Vision & Goals + Key Recommendations	\$3,000
Phase 4: Draft Plan + Evaluation	\$80,000

Phase 5: Final Plat + Adoption	\$7,000
ETC Survey Cost Not to Exceed	\$17,500
Reimbursable Expenses Not to Exceed	\$5,000
	¢100 500

TOTAL FEE PROPOSAL

\$198,500

#### STANDARD HOURLY RATES

Senior Principal	\$175.00 - \$255.00 per hour
Principal	\$160.00 - \$220.00 per hour
Associate Principal	\$140.00 - \$190.00 per hour
Associate	\$115.00 - \$175.00 per hour
Senior Project Manager	\$105.00 - \$155.00 per hour
Project Manager	
Senior Landscape Architect	\$95.00 - \$175.00 per hour
Landscape Architect	\$85.00 - \$125.00 per hour
Senior Project Planner	
Planner II	\$85.00 - \$125.00 per hour
Planner I	\$75.00 - \$115.00 per hour
Landscape Architect-In-Training / Landscape Designer	\$75.00 - \$115.00 per hour
Landscape Architect Intern / Landscape Designer	\$65.00 - \$90.00 per hour
Draftsperson	\$55.00 - \$90.00 per hour
Graphic Designer	\$75.00 - \$105.00 per hour
Clerical / System Staff	

#### REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Filing Fees	1.15 x cost
Materials and Supplies Meals and Lodging Mileage Postage Printing by Vendor	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.655 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$0.10 each
B/W Photocopies/Prints 11x17	\$0.20 each
Color Photocopies/Prints 8½ x 11	\$0.75 each
Color Photocopies/Prints 11x17 Large Format Plotting – Bond Large Format Plotting - Mylar	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files	\$50.00 Each
Easel Pads Electronic Files Online Meeting Service	\$35.00 Each

*Effective 1/1/2023* 



### R2023-69 COUNCIL ACTION REPORT

Title: Transfer of Property

Agenda Date: June 27, 2023

Presented by: Greg Rokos, Assistant City Manager

#### Background

• A pickle ball court was constructed on City property. The court was constructed on a lot that is not buildable because it is in the floodplain. The City does not have any interest in owning, operating, or maintaining this court, so it is being deeded back to the adjacent property owner. The current owner of the property did not build the pickle ball court.

#### **Financial/Budget Considerations**

• It will reduce operating cost if the City were to no longer own and maintain the court

#### **Legal Considerations**

• There is a quit claim deed prepared to transfer the land to the adjacent property owner.

#### **Policy Considerations**

• There are no policy considerations.

#### **Staff Recommendation**

• Staff recommends approval of transfer of the property to the adjacent property owner.

#### R2023-69

#### A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED ON BEHALF OF THE CITY OF BELTON, MISSOURI IN FAVOR OF EARL AND TAMARA LANCOUR.

WHEREAS, the City of Belton, Missouri ("City") owns certain property more specifically illustrated and described on the attached Exhibit A (the "Property"); and

**WHEREAS**, at some point an individual or individuals constructed certain improvements on the Property without prior notice to or approval from the City or its officials and employees; and

**WHEREAS**, the City desires to transfer the Property to the adjacent property owners, Earl and Tamara Lancour, who have agreed to accept the Property and maintain the same.

## NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AS FOLLOWS:

- **SECTION 1.** That the City Council hereby determines that all recitals and exhibits referenced above are material to this Resolution and are incorporated herein.
- **SECTION 2.** That the City Council hereby authorizes the Mayor to execute the Quit Claim Deed attached as Exhibit A concerning the Property on behalf of the City in favor of Earl and Tamara Lacour.
- **SECTION 3.** That the City staff is hereby authorized and directed to file a fully executed copy of the quit-claim deed with the Recorder of Deeds in Cass County.
- **SECTION 4.** That the Mayor, the City Manager, the City Attorney, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.
- **SECTION 5.** That this Resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2023.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk of the City of Belton, Missouri

STATE OF MISSOURI ) COUNTY OF CASS ) SS. CITY OF BELTON )

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

Andrea Cunningham, City Clerk of the City of Belton, Missouri

### **RECORDING COVER SHEET**

•

Title of Document:	Quit Claim Deed
Date of Document:	, 2023
Grantor:	CITY OF BELTON, MISSOURI
Grantee: Grantee's Mailing Address:	EARL ROLAND & TAMARA R. LANCOUR 7215 E. 157 <sup>th</sup> Street Belton, Missouri 64012
Legal Description:	BEGINNING at the Northwest corner of Lot 42, of said plat; thence S03°2'36"W along the Westerly line of said Lot 42, a distance of 69.74 feet; thence N87°23'24"W leaving said Westerly line, a distance of 102.36 feet; thence N03°27'36"E a distance of 69.74 feet to a point on the South R/W line of 157th street, as now established; thence S87°23'24"E along said South R/W line, a distance of 12.05 feet; thence along a curve to the left for 61.50 feet, having a radius of 41.00 feet, with a chord bearing S87°23'24"E and a chord distance of 55.89 feet; thence S87°23'24"E a distance of 34.41 feet to the POINT OF BEGINNING.

#### **QUITCLAIM DEED**

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Belton, Missouri, a Missouri municipal corporation, Grantor, and Earl Roland & Tamara R. Lancour having a mailing address of 7215 E. 157<sup>th</sup> Street, Belton, Missouri 64012, Grantee.

WITNESSETH: In consideration of the payment of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION (\$10.00 & O.V.C.), the receipt of which is hereby acknowledged, Grantor does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to Grantee, a tract of land, lying situated and being in the County of Cass, State of Missouri, to wit:

BEGINNING at the Northwest corner of Lot 42, of said plat; thence S03°2'36"W along the Westerly line of said Lot 42, a distance of 69.74 feet; thence N87°23'24"W leaving said Westerly line, a distance of 102.36 feet; thence N03°27'36"E a distance of 69.74 feet to a point on the South R/W line of 157th street, as now established; thence S87°23'24"E along said South R/W line, a distance of 12.05 feet; thence along a curve to the left for 61.50 feet, having a radius of 41.00 feet, with a chord bearing S87°23'24"E and a chord distance of 55.89 feet; thence 87°23'24"E a distance of 34.41 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges and appurtenances thereunto belonging, unto Grantee, its successors and assigns forever, so that neither Grantor nor their heirs, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforementioned premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the parties have caused these presents to be signed on the day and year first written above.

#### **GRANTOR:** CITY OF BELTON, MISSOURI

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk

#### ACKNOWLEDGMENT

STATE OF MISSOURI ) ) ss: COUNTY OF CASS )

ON THIS \_\_\_\_\_\_day of \_\_\_\_\_\_, 2023 before me, personally appeared the honorable NORMAN K LARKEY, SR. to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Belton, Missouri, a Missouri municipality, and that said instrument was signed on behalf of said City of Belton, Missouri by authority of its City Council, and Mayor Larkey acknowledged said instrument to be the free act and deed of said City of Belton, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in \_\_\_\_\_\_ County, the day and year last above written.

(SEAL)

Printed Name: \_\_\_\_\_\_ Notary Public in and for said State Commissioned in \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_



### R2023-70 COUNCIL ACTION REPORT

Title: Dedication of Local Marijuana Sales Tax to Economic Development

Agenda Date: June 27, 2023

Presented by: Joe Warren, City Manager

#### Background

- With the legalization of recreational marijuana and the ability for local municipalities to enact a 3% sales tax on those sales, there will be additional revenue generated in the City of Belton that has not yet been allocated.
- Recreational marijuana was legalized during the November 2022 general election, and recreational sales began in early 2023.
- There are three dispensaries in the City of Belton that have licenses to sell recreational marijuana.
- In an effort to be prudent with taxpayer money, Staff is recommending that the City dedicate the additional tax revenue to a specific service.
- Since the amount of money generated by the new sales tax is still not yet known, Staff is recommending that the revenue be allocated to economic development.
- Economic development is a broad service that can include but is not limited to tourism, business recruitment and retention, quality-of-life amenities, infrastructure improvements and maintenance, etc.

#### **Financial/Budget Considerations**

• The amount of money generated by the new tax is unknown yet, as the City still does not have any data as to how sales have tracked in the City's three dispensaries.

#### Legal Considerations

• The resolution has been reviewed by the City Attorney.

#### **Policy Considerations**

- If no action is taken, when the additional sales tax goes into effect in October, the revenue will go into the General Fund for administration of general City services.
- Medicinal marijuana is still exempt from this local sales tax.
- Once reliable, consistent revenue counts and estimates are available, Staff would recommend that the City be intentional with the utilization of the money generated by the tax.



• Since the new tax does not take effect until October, and the sale of recreational marijuana is only in its first year, it will likely take an additional 6-12 months to have reasonable projections on revenue amounts.

#### **Staff Recommendation**

• Staff recommends approval of the resolution dedicating the revenue to economic development.

#### R2023-70

# A RESOLUTION DEDICATING MARIJUANA SALES TAX REVENUES TO ECONOMIC DEVELOPMENT.

**WHEREAS**, recreational marijuana was approved by Missouri voters statewide during the November 2022 general election; and

WHEREAS, on April 4, 2023, Belton voters approved a 3% local marijuana sales tax on recreational marijuana sales that will take effect in October; and

WHEREAS, there are three dispensaries in the City of Belton that are legally authorized to sell recreational marijuana; and

**WHEREAS**, reasonably accurate estimates on the amount of revenue generated from the 3% local tax will not be available for many months; and

**WHEREAS**, to be transparent and efficient with taxpayer money City of Belton leaders would prefer to dedicate this additional tax revenue to a specific cause; and

**WHEREAS**, economic development can include a variety of projects and purposes from tourism, to quality of life, to business recruitment and/or retention, to infrastructure improvements and a large variety of other uses and needs; and

WHEREAS, economic development benefits the residents, businesses and visitors alike.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AS FOLLOWS:

**Section 1.** That the City Council hereby dedicates revenues from the 3% local tax on recreational marijuana sales for economic development.

**Section 2.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Mayor Norman K. Larkey Sr.

ATTEST:

Andrea Cunningham, City Clerk of the City of Belton, Missouri

STATE OF MISSOURI ) CITY OF BELTON ) SS COUNTY OF CASS )

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at a meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk of the City of Belton, Missouri



### R2023-71 COUNCIL ACTION REPORT

#### Title: Superior Bowen Change Order #2

#### Agenda Date: June 27, 2023

#### Presented by: Greg Rokos, Assistant City Manager

#### Background

- In 2022, the City sold bonds for street reconstruction. The sale was for \$9M. Two contracts were issued, one for concrete and one for asphalt. These contracts totaled about \$7M.
- As the work around Hargis Lake was finished, many of the streets were in very poor condition for the construction. They were on the list for 2023 so we added them to the 2022 contract that was being finished in spring 2023. These streets were added thus making is necessary to increase the contract amount, but below the budgeted amount for the project.

#### **Financial/Budget Considerations**

• The money is budgeted, but not in the contract. This will increase the contract amount to add the streets.

#### Legal Considerations

• There are no legal considerations.

#### **Policy Considerations**

• There are no policy considerations.

#### **Staff Recommendation**

• Staff recommends approval of the change order and the added streets.

#### R2023-71

#### A RESOLUTION APPROVING CHANGE ORDER NO. 2 WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE FY23 STREET PRESERVATION PROGRAM IN THE AMOUNT OF \$1,642,844.98.

**WHEREAS**, the contract with Superior Bowen Asphalt Company, LLC (Superior Bowen) for the FY23 Street Preservation Program (R2022-62) was approved; and

WHEREAS, to pave the Hargis Lake area most efficiently after extensive recent construction, streets that were not part of the original scope of work for the FY23 Street Preservation Program are proposed for addition to the contract. The estimated cost for these additional improvements at current contract pricing is \$1,580,999.46 with a proposed material cost increase allowance of \$4/ton that is estimated to be a total of \$61,845.51 totaling \$1,642,844.98 which exceeds the contract amount and requires a Change Order.

## NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

- **SECTION 1.** That the City Manager is authorized to execute Change Order No. 2 with Superior Bowen Asphalt Company, LLC for the FY23 Street Preservation Program in the amount of \$1,642,844.98, herein attached and incorporated as **Exhibit A**.
- **SECTION 2.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk City of Belton, Missouri STATE OF MISSOURI)CITY OF BELTON) SSCOUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

Andrea Cunningham, City Clerk of the City of Belton, Missouri

### **CHANGE ORDER NO. 2**



Contract Number: RFP No. 22-008

Project Title: FY 23 Street Preservation Program

Effective Date: 6/13/2023

Ordinance / Resolution No: R2022-62\_\_\_\_

#### To CONTRACTOR Superior Bowen Asphalt Company

The Contract is changed as follows: <u>To most efficiently pave the Hargis Lake area after extensive</u> recent construction, streets that were not part of the original scope of work for the 2022 contract year are proposed for addition to the contract. Streets included are portions of: Airway Ln, Hillcrest Rd, Hargis Ln, Hargis Ct, Sunset Ln, Cromwell Ct, Westover Ct, Westover Cir, Westover Rd, Stacey Dr, Mark Ln, and Kenneth Ln. The estimated cost for these additional improvements at current contract pricing is \$1,580,999.46, with a proposed material cost increase allowance of \$4/ton which is estimated to be a total of \$61,845.51. The total proposed contract price increase is \$1,642,844.98, making the new total \$6,527,676.38.

#### Not valid until signed by the OWNER.

The original Contract Price was	\$4,884,831.40
Net change by previously authorized Change Orders	\$ 0.00
The Contract Price prior to this Change Order was	\$ <u>4,884,831.40</u>
The Contract Price will be increased by	\$ <u>1,642,844.98</u>
The new Contract Price including this Change Order will be	\$ <u>6,527,676.38</u>
The Contract Times will be changed by	210 days
The date of Final Completion as of the date of this Change Order therefore is	7/13/2023

\*\*IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SURETY OF ANY CHANGE ORDERS. IF APPLICABLE, CITY WILL NEED A COPY OF THE BOND RIDER FOR ANY INCREASE IN CONTRACT AMOUNT.\*\*

CONTRACTOR:	By:	Date:
Superior Bowen Asphalt Co, LLC	Michael J. Morrison	6/13/2023
PUBLIC WORKS DEPARTMENT:	By: Mun M	Date: 06/15/2023
CITY MANAGER:	By:	Date:

#### Minutes of the Belton City Council June 13, 2023 City Hall Annex 520 Main Street, Belton, Missouri

Mayor Larkey called the meeting to order at 6:00 p.m.

Councilmember Gough led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Dave Clark, Angela Kraft (via videoconference), Allyson Lawson, Chris Richardson, Rob Powell, Bret White (via videoconference), Perry Gough, James Pryan

Staff present: Joe Warren, City Manager; Andrea Cunningham, City Clerk; Julia Porter, Deputy City Clerk; Greg Rokos, Assistant City Manager/Public Works Director; Matt Wright, Planning and Building Director; Police Chief Scott Lyons; Fire Chief John Sapp; Casey Koehn, Finance Director; Carla Wallen, Human Resources Director; Brian Welborn, Park Director; Jay Kennedy, Golf Course Manager

#### PERSONAL APPEARANCES

Councilmember Pryan read and presented a proclamation to James Dale Coonrod and representatives of the Harry S. Truman Chapter of the Missouri Society of the Sons of the American Revolution in honor of Flag Day.

#### **UNFINISHED BUSINESS**

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2023-25: An ordinance amending Sections 1-5; 18-8; 40-1 (h); and 40-3 (10) of the Unified Development Code related to expanded land uses in Commercial and Industrial Zoning Districts.

Presented by Councilmember Lawson, seconded by Councilmember Pryan. Vote on the final reading was recorded:

Ayes: 9 Lawson, Gough, Powell, Richardson, Pryan, Clark, Kraft, White, Mayor Larkey Noes: 0

Absent: 0

Bill No. 2023-25 was declared passed and in full force and effect as **Ordinance No. 2023-4777**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2023-26: An ordinance approving the First Amendment to the Seventh Amendment to the Old Town Belton Redevelopment Plan to approve the 511 Main Street Project as redevelopment project 2021-7 and to authorize tax abatement as described therein.

Presented by Councilmember Lawson, seconded by Councilmember Pryan. Vote on the final reading was recorded:

Ayes: 9 Pryan, Kraft, Powell, White, Gough, Clark, Lawson, Mayor Larkey, Richardson Noes: 0

Absent: 0

Bill No. 2023-26 was declared passed and in full force and effect as **Ordinance No. 2023-4778**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2023-27: An ordinance approving the Sixteenth Amendment to the Old Town Belton Redevelopment Plan to approve the 816 Second Street project as redevelopment project 2023-03 and to authorize tax abatement as described therein.

Presented by Councilmember Lawson, seconded by Councilmember Pryan. Vote on the final reading was recorded:

Ayes: 9 Mayor Larkey, Gough, Pryan, White, Richardson, Clark, Lawson, Powell, Kraft Noes: 0

Absent: 0

Bill No. 2023-27 was declared passed and in full force and effect as **Ordinance No. 2023-4779**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2023-28: An ordinance authorizing acceptance of an allocation of funds and execution of a grant agreement with the Missouri Department of Public Safety (MoDPS) for a total of \$20,000.00.

Presented by Councilmember Lawson, seconded by Councilmember Pryan. Vote on the final reading was recorded:

Ayes: 9 Richardson, Powell, Pryan, Kraft, Gough, White, Lawson, Clark, Mayor Larkey Noes: 0

Absent: 0

Bill No. 2023-28 was declared passed and in full force and effect as **Ordinance No. 2023-4780**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2023-29: An ordinance approving an access agreement between the Port Authority of Kansas City ("Port KC") and the Belton Fire Department.

Presented by Councilmember Lawson, seconded by Councilmember Pryan. Vote on the final reading was recorded:

Ayes: 9 Lawson, Gough, Powell, Richardson, Pryan, Clark, Kraft, White, Mayor Larkey Noes: 0

Absent: 0

Bill No. 2023-29 was declared passed and in full force and effect as **Ordinance No. 2023-4781**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2023-30: An ordinance authorizing and directing the Mayor to execute the Fifth Amendment to the Tax Increment Financing contract between the City of Belton, Missouri and Herman Enterprises, LLC for implementation of Project 3 of the Southtowne Tax Increment Financing Redevelopment Plan, as amended.

Presented by Councilmember Lawson, seconded by Councilmember Pryan. Mayor Larkey noted there is a Scrivener's error on the agenda. It should state "final reading" not "first reading." There

is no error in the ordinance itself. The minutes will reflect this correction. Vote on the final reading was recorded:

Ayes: 9 Pryan, Kraft, Powell, White, Gough, Clark, Lawson, Mayor Larkey, Richardson Noes: 0

Absent: 0

Bill No. 2023-30 was declared passed and in full force and effect as **Ordinance No. 2023-4782**, subject to Mayoral veto.

#### **NEW BUSINESS**

Ms. Cunningham read Bill No. 2023-31: An ordinance approving the formalization of the Memorandum of Understanding (MOU) between the Belton School District and the City of Belton, Missouri.

Presented by Councilmember Lawson, seconded by Councilmember Pryan. Vote on the first reading was recorded with all voting in favor except Mayor Larkey who abstained. First reading passed.

Ms. Cunningham read Resolution R2023-65: A resolution approving a Memorandum of Understanding (MOU) between the Belton Police Department and Compass Health Network to provide an embedded co-responder for mental health and substance abuse support during crisis response.

Presented by Councilmember Lawson, seconded by Councilmember Pryan. Joe Warren, City Manager, said this is a full-time position in the Police department. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Cunningham read Resolution R2023-66: A resolution accepting the donation of land for parks and committing to improve that land to create an arboretum and trails in the City of Belton, Missouri.

Presented by Councilmember Clark, seconded by Councilmember Pryan. Mr. Warren said this is a donation from Mr. Jack Dryden for park land. There is a deed restriction. Mr. Dryden read the attached statement into the minutes. He would like to see the land become a nature park with trails, visitor center, paths for running and walking, an arboretum, and botanical gardens. He would like to see the round barn moved to this land, if feasible. Vote on the resolution was recorded with all voting in favor. Resolution passed.

#### CONSENT AGENDA

Councilmember Powell asked the Council to please remove item C from the Consent Agenda and discuss under separate action.

Councilmember Lawson moved to approve the consent agenda consisting of a motion:

- approving the minutes of the May 30, 2023 City Council Meeting.
- authorizing the sale and disposition of surplus city inventory/personal property all in accordance with Section 2-991 of the Code of Ordinances, City of Belton, Missouri.

- approving the acceptance of a donation to the Police Department in the amount of \$20,000 from Aaron's Family Fun Center.
- Resolution R2023-67: A resolution approving the purchase of three (3) Club Car Carryall 502 utility vehicles with accessories and trading-in three (3) 2014 Cushman Hauler utility vehicles from M&M Golf Cars, LLC in the amount of \$27,183.60.

Councilmember Pryan seconded. All voted in favor. Consent agenda approved.

C. Mayor Larkey read a motion approving the May 2023 Municipal Division Summary Report for Municipal Court. Presented by Councilmember Clark, seconded by Councilmember Pryan. Councilmember Powell asked about page 65 of the agenda packet. He had not seen this page in the report before. Staff will ask the court about this page. All voted in favor. Motion carried.

#### **COMMUNICATIONS FROM CITY COUNCIL**

Councilmember Richardson said there is a summer event on Main Street at the end of June.

Councilmember Richardson said he had a call from a business on Main Street last week that said they could not have music after 6:30 p.m. because of another business on Main Street. Mr. Warren said he would look into this.

Councilmember Lawson gave a Park report

- There's a softball tournament this Thursday
- Mud run for kids June 17
- Farmer's Market on Thursdays at the Assembly of God church
- Next Friday is a paint party for kids
- Summerfest was great

Councilmember Lawson reminded everyone to be good neighbors when it comes to fireworks.

Councilmember Clark played in the DARE golf tournament. He said he's heard there are already fireworks being set off. Police Chief Scott Lyons said the Police Department will do a social media post.

#### CITY MANAGER'S REPORT

<u>June/July 2023 City Council Meetings – 6:00 p.m.</u> June 27, 2023 July 11, 2023 July 25, 2023

Mr. Warren said a work session on short term rentals will be coming soon. Currently, things like Airbnb are not allowed.

The rental inspection program and code amendments will be coming in July.

#### **ITEMS FOR REVIEW AND DISCUSSION**

John Baker, Belton Police Department, presented a report on the departmental drone program and training.

Matt Wright, Planning and Building Director, presented an overview of the changes to the public notice requirements and alternative development standards for plats which will be coming to the Council.

Mr. Wright presented information about the West Belton drainageway. The Code Enforcement Advisory Council met about this. The Council discussed maintenance and citizen concerns. Mr. Warren said violation notices are on hold right now for citizens who received a notice for tall grass and weeds or for not mowing in this area. Staff will create an internal policy for best practice to maintain this type of drainageway and bring it back to Council.

At 7:20 p.m. Councilmember Lawson moved to enter Executive Session to discuss matters pertaining the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed, and the meeting adjourned from there. Councilmember Pryan seconded. The following vote was recorded:

Ayes: 9 Mayor Larkey, Gough, Pryan, White, Richardson, Clark, Lawson, Powell, Kraft Noes: 0 Absent: 0

Motion carried.

Being no further business, the meeting was adjourned following the executive session.

Andrea Cunningham, City Clerk

Mayor Norman K Larkey, Sr

## June 13, 2023 Attachment

I have asked to have this moment with you tonight to explain what I am trying to accomplish in giving the City of Belton a parcel of land (69 acres) adjoining the Cleveland Lake property. This gift is meant to be dedicated to the many friends and customers of my family's drug store, Dryden Drug Co., from 1931 to 2010. I have in mind establishing a nature park with miles of trails, paths, trees and gardens; a place where one can reconnect with nature and enjoy the outdoors. I would use the Overland Park Arboretum and Botanical Gardens as a model for what I would like for Belton. My reason for doing this is to "give back" to the village that helped raise me.

One of the problems we have encountered is how to prevent future City Councils from deciding a Nature Arboretum/Garden park is not what they would consider a proper use of the land and later turning it into soccer fields or other venues more popular to their tastes at the time. A Deed Restriction has been worded to try to prevent that from happening. The purpose of my sitting down with you tonight is to explain what my vision of the future for this land would be so that if it is questioned after I'm gone the following might be useful as a guide.

- 1. The first priority would be to construct miles of trails and paths around the area to allow walkers/joggers access to all parts of the property. Existing trails and paths around the lake would be incorporated.
- 2. A 5k trail or 10k, if possible, running trail be established to facilitate having an annual "Carrie Nation 10k Smasher" run as we did in the 1980's.
- 3. An effort be made to explore moving or dismantling and restoring the donated Round Barn owned by Wanda Thompson to a site on the property. Round barns are unique and Belton has one of its own. We should try to preserve it. Old time barn dances could be held there as well as other events such as weddings and parties.
- 4. Sunflower fields are popular in the fall. A few acres could be devoted to growing sunflowers to provide a local photo opportunity for visitors.
- 5. An arboretum means trees. The park would eventually encompass a large variety of trees planted along the trails and paths and marked to indicate what variety it represents and/or for whom the tree is a memorial. I would hope that planting a

tree or sponsoring a butterfly garden in memory of a loved one would become a popular event for the park.

- 6. Botanical gardens could be scattered along the trails and paths and could be assisted by the schools as part of the study of Botany.
- 7. The Overland Park Arboretum is covered with fountains and statuary. Over time, I would hope that fountains and statuary would also be installed along the trails and paths.
- 8. There is a well on the property that used to have a windmill on it many years ago. The well may be located too close to Cleveland Ave. to be saved if Cleveland Ave. is eventually widened but if it can be saved and restored with a new, but antique, windmill, I think it would add to the park. The well was reputed to be hand dug by Sammie Feeback and others and was said that it could not be pumped dry.
- 9. The Overland Park Arboretum has been in existence for many years and has grown and prospered because of the Foundation that was formed to allow people to donate and support it and get a tax deduction. I would hope a similar foundation be established specifically for this park for the same purpose.
- 10. Eventually a visitor center will be needed as well as parking facilities. I would hope that the park would be open to all residents without an entrance fee.
- 11. I would like to preserve the area as a natural wildlife sanctuary to be enjoyed by everyone rather than become just another housing or commercial development.
- 12. My suggestion of a name for the park would be "Belton Nature Park"-- "Arboretum/Gardens".

These ideas I have presented are only suggestions and possible guidelines if a question such as: "Could an amphitheatre be added?" My thoughts would be: "Yes, if Overland Park Arboretum has one we should too." They do.

I would like these thoughts be entered into the minutes of this meeting so that a written document will exist for future reference if needed. I understand you are to vote tonight on whether to accept the land with the deed restriction conditions and to provide for the funding to construct the trails, plant trees and prepare the land for public use. I respectfully ask for your "yes" vote.

I will be happy to answer any questions you may have.

Jack Dryden

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Belton, Missouri Police Department

# Memo

R2023-72

To: Chief Lyons

Date: 14 June 2023

From: Lt. Baker

#### Re: Animal Control Truck

In anticipation of adding a second animal control officer to the staff it was determined a second truck would be needed. In this budget year the council approved the purchase of a truck for animal control. The amount approved was \$48,193 (General Ledger Account Number 010-4400-495-7500). The approved item was for a 2023 Ford F250.

During the current bid process to purchase the approved item we have once again stumbled into problems with the purchasing process as it pertains to the truck manufacturers. One, is the price has gone up significantly. Two, orders can't be placed until September. That order would be for the 2024 model year and the prices have not yet been determined.

In order to acquire a truck for the second animal control officer a 2022 Ford F350 Super Duty SRW (VIN: 1FT8X3BN4NEC87183) was found for sale at McCarthy Chevrolet in Olathe, Kansas. This vehicle is used, has a gasoline engine, and has acquired 14,680 miles. The original asking price was \$50,789. I was able to negotiate the sale price to match the budget approved amount of \$48,193. This truck meets and exceeds the original specifications as it is also a four-wheel drive vehicle.

I am asking for approval to purchase this vehicle.

Lt. John Baker, 307

#### **Crow, Elizabeth**

From: Sent: To: Subject: Spease, Sara Tuesday, June 13, 2023 12:58 PM Crow, Elizabeth ACO Truck

Liz

Animal control is in need of a second animal control truck. We have an open position to hire a second person and they will need a vehicle to drive. The current animal control truck was purchased in 2016. Animal control does not have a second vehicle to drive when then truck is being serviced or out for repairs. The animal control unit is expanding and the need for a second vehicle is important to making that happen.

We have been able to locate a 2022 F-350 at Mcarthy Chevrolet in Olathe,KS. The truck has a sale price of \$48,193. This is the amount that was budgeted by the city. These funds are budgeted to come from Capital Funds.

The public benifits from animal control having two trucks when we have two people. Without two truck the new animal control officer would have to ride with the current animal control. By having two trucks we expand the amount of calls that can be taken and coverage in the city.

Animal control is recommending city council approve the purchase of the new truck.

Sara

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#### R2023-72

# A RESOLUTION APPROVING THE PURCHASE OF A 2022 FORD F350 SUPER DUTY SRW TRUCK IN THE AMOUNT OF \$48,193 FROM MCCARTHY CHEVROLET.

**WHEREAS**, the City of Belton has expanded the animal control unit by adding a part-time Animal Control Officer to the Animal Control Unit. These positions will often be working together, and a second truck is needed; and

**WHEREAS**, the FY2024 approved budget includes the purchase of a second truck for the Animal Control Unit in the amount of \$48,193; and

WHEREAS, during the bid process it was found that vehicle manufacturers were not taking orders for new trucks until September of 2023 and the prices for the 2024 trucks had not been determined yet; and

**WHEREAS**, Police staff located a 2022 Ford F350 Super Duty SRW at McCarthy Chevrolet in Olathe, Kansas, and negotiated a purchase price of \$48,193; and

**WHEREAS**, Police staff recommends the purchase of the 2022 Ford F350 Super Duty SRW from McCarthy Chevrolet in Olathe, Kansas, as it meets and exceeds the original specifications.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

**Section 1.** That the City Council approves the purchase of the 2022 Ford F350 Super Duty SRW for \$48,193 at McCarthy Chevrolet in Olathe, Kansas.

**Section 2.** The Chief of Police, City Manager, Mayor, or other appropriate officer is authorized to execute any documents necessary to carry out the intent of this resolution.

**Section 3.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and approved this \_\_\_\_\_day of \_\_\_\_\_, 2023.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk of the City of Belton, Missouri STATE OF MISSOURI ) CITY OF BELTON ) SS COUNTY OF CASS )

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and adopted at a meeting of the City Council held the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

Andrea Cunningham, City Clerk of the City of Belton, Missouri

BUYER		CO-	BUYER		Deal #:	1368	71
CITY OF BELTON			Deal Type:				
					Deal Date:	06/1	3/2023
					Print Time:		
Work #:					Print Time:	12:02	zpm
Email:				Salesperson:			
			VEHI	CLE			
New	Stock #:	Description		VIN:		M	ileage:
Used 🔽	UCP3218A	2022 FORD F		1FT8X3BN4NEC87	/183		,680
Demo 🗌							,
			TRA	DE		1.4	
	AFTERMARKETS			MSRP:		\$	58,650.0
				Discount:		\$	11,159.5
				Sale Price:		\$	47,490.5
				Total Financed Aftermarkets:		\$	0.0
				Total Trade Allowance:		\$	0.0
				Trade Difference:		ş	47,490.5
				Admin Fee		\$	699.0
				State & Local Taxes:		\$	0.0
				Total License and Fees:		\$	3.5
				Total Cash Price:		\$	48,193.0
				Total Trade Payoff:		\$	0.0
Total Aftermarkets		\$	0.00	Delivered Price:		\$	48,193.0
				Cash Down Payment + Deposit:		\$	0.0
				Sub Total:		\$	48,193.0
		·····					

X

Buyer

**X** 064

# McCARTHY CHEVROLET

Phone: 9137129:

#### ∋-Owned 2022 Ford Super Duty F-350 SRW 4WD SuperCab 6.75' Box

1FT8X3BN4NEC87183 Stock Number UCP3218A

Sale Price \$51,7

McCarthy Sale Price \$50,7



\$51,789

- \$1,000

\$50,789

065

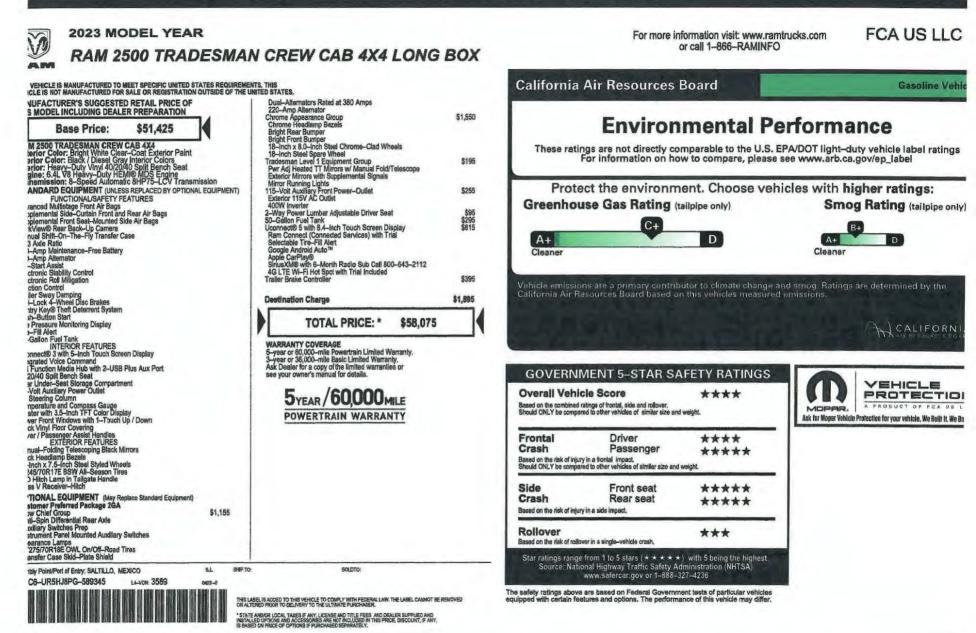
rrent Offers	rent	Offers
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) Price	
arthy Trade Assistance 1	
arthy Sale Price	

#### ailable Specials

#### Specifications

Miles Location Stock Number Engine Interior Model Code 14,68 McCarthy Chevrole UCP3218 7.3L V8 PFI SOHC 16V Federal 385h Medium Earth Gre X3



#### JIATTILL MIJJIUN

# 11501 SHAWNEE MISSION PARKWAY SHAWNEE, KANSAS 66203-0179 (913) 631-0000 FAX (913) 268-6521 WWW.SHAWNEEMISSIONFORD.COM

November 6, 2022

Klayton Turnbow City of Belton

2023 Ford F250 Regular Cab XL (F2B 142)

Exterior: Oxford White (Z1) Interior: 40/20/40 Vinyl (AS)

Base Price:		\$43,365		
Option	15:			
	Steps (18B)	\$291		
	Off Road (17X)	\$451		
•	3.73 E-locking Rear Axle (X3E)	\$392 \$150 \$std \$std		
	LT245 BSW AT 17 (TBM)			
	Trailer Brake Controller			
	Cruise Control			
•	Power Locks Windows Mirrors RKE	\$std		
Total		\$44,649		

Thank you for your time and interest. Sincerely, Government Fleet Sales

### JIATTALL MIJJIUN

#### 11501 SHAWNEE MISSION PARKWAY SHAWNEE, KANSAS 66203-0179 (913) 631-0000 FAX (913) 268-6521 WWW.SHAWNEEMISSIONFORD.COM

November 6, 2022

Klayton Turnbow City of Belton

2023 Ford F250 Crew Cab 4x4 SWB XL (W2B 160)

Exterior: Oxford White (Z1) Interior: 40/20/40 Vinyl (AS)

Base Price:		\$46,795	
Option	15:		
	Cab Steps (18B)	\$405	
	Off Road (17X)	\$451	
•	3.73 E-locking Rear Axle (X3E)	\$392	
	LT245 BSW AT 17 (TBM)	\$150	
	Trailer Brake Controller	Şstd	
	Cruise Control	\$std	
•	Power Locks Windows Mirrors RKE	\$std	
Total		\$48,193	

Thank you for your time and interest. Sincerely, Government Fleet Sales

Project	Project	General Ledger	Amount	Amdmt	Total
Number	Description	Account Number	Budgeted	#23001	Budget
AD2401	Senior Center - Lighting and drywall work/mold repair	010-4400-495-7300	19,000.00		19,000.00 ×
AD2402	Comprehensive Plan - 2024 update	010-4400-495-7300	200,000.00		200,000.00 x
AC2401	Box Units for two (2) Animal Control Trucks	010-4400-495-7500	55,896.00		55,896.00 x
AC2402	2023 Ford F250 Crew	010-4400-495-7500	48,193.00	- 10	48,193.00 x
PW2401	1-Ton Crew Cab Pickup with 5.5 Bed, Plow, and Spreader	010-4400-495-7500	72,000.00		72,000.00 x
GA2401 EM2401	Freon Machine Weather Siren System-High Blue Wellness Center	010-4400-495-7400 010-4400-495-7400	5,000.00		5,000.00 x
FD2401	Building improvements	010-4400-495-7300	3,000.00 60,000.00		3,000.00 x 60,000.00 x
FD2401	HVAC Replacement Station 2	010-4400-495-7300	20,000.00		20,000.00 ×
FD2403	Knox Containment Upgrade	010-4400-495-7400	20,000.00		20,000.00 ×
FD2404	Stryker Power Stretcher and Power Load System	010-4400-495-7400	143,000.00		143,000.00 ×
FD2405	Digital Plan Review Equipment & Programming	010-4400-495-7400	7,500.00		7,500.00 x
FD2406	Commercial Extractor Washer	010-4400-495-7400	20,000.00		20,000.00 ×
FD2407	Brush Truck*	010-4400-495-7500	150,000.00		150,000.00 x
FD2408	Mobile Data Terminals	010-4400-495-7400	65,000.00		65,000.00 x
FD2409	Ambulance Remount(s)*	010-4400-495-7500	200,000.00		200,000.00 ×
FD2410	Fire Engine*	010-4400-495-7500	781,680.00		781,680.00 x
FD2411	Tanker*	010-4400-495-7500	450,000.00		450,000.00 x
FD2412	Ambulance*	010-4400-495-7500	306,000.00		306,000.00 x
PD2401	HVAC #2	010-4400-495-7300	65,000		65,000.00 x
PD2402 PD2403	Down spouts	010-4400-495-7300 010-4400-495-7400	8,000		8,000.00 x
PD2403	Over ear comms integrate w/ current Push to Talk (PTT) 11	010-4400-495-7400	15,000 10,500		15,000.00 x
PD2404 PD2405	K-9 Equipment for Housing the Canine Optics Rifle	010-4400-495-7400	16,800		10,500.00 x 16,800.00 x
PD2405	Lights Rifles	010-4400-495-7400	14,400		14,400.00 x
PD2400	Force on force Rifles	010-4400-495-7400	4,500		4,500.00 x
PD2408	Ballistic shields for patrol cars -9	010-4400-495-7400	7,500.00		7,500.00 x
PD2409	40mm launcher less than lethal	010-4400-495-7400	6,200		6,200.00 x
PD2410	Keep 4 pf the 9 Ballistic Shields for Patrol Cars	010-4400-495-7400	6,000.00		6,000.00 x
PD2411	Watch Guard In Car Video	010-4400-495-7400	30,000.00		30,000.00 x
PD2412	Watch Guard BWCs	010-4400-495-7400	5,000.00		5,000.00 x
PD2413	SRT Pistol Upgrades	010-4400-495-7400	25,800.00		25,800.00 x
PD2414	Police Building Camera Upgrade	010-4400-495-7400	31,500.00		31,500.00 x
PD2415	LRMS & CAD *	010-4400-495-7400	90,000		90,000.00 x
PD2416	Commercial Freezer for Property Room	010-4400-495-7400	19,000		19,000.00 x
PD2417	M30 sUAS x2 Ford Police SUV (Qty 2)	010-4400-495-7400	37,000		37,000.00 x
PD2418 PD2419	K-9 Vehicles (1)	010-4400-495-7500 010-4400-495-7500	90,000 77,474		90,000.00 x 77,474.00 x
PD2419	Riot Shield & Helmet (12)	010-4400-495-7400	5,623.00		5,623.00 x
PD2421	Detective Vehicles	010-4400-495-7500	140,000.00		140,000.00 x
PD2422	Special Operations Personnel Van	010-4400-495-7500	50,000.00		50,000.00 x
PD2423	SWAT/Rescue Vehicle	010-4400-495-7500	273,400.00		273,400.00 x
PD2424	Patrol Cars	010-4400-495-7500	160,000.00		160,000.00 x
PK2401	Cleveland/Somerset Trail Repair	220-3010-495-7300	40,000.00		40,000.00 ×
PK2402	West Belton Basketball Repairs	220-3010-495-7300	18,000.00		18,000.00 x
PK2403	Tennis Court Repairs	220-3010-495-7300	24,000.00		24,000.00 x
PK2404	Outdoor Basketball Court Repairs	220-3010-495-7300	15,000.00		15,000.00 x
PK2405	Playground Repairs	220-3010-495-7300	168,871.00		168,871.00 x
PK2406	Used Truck	220-3010-495-7410	20,000.00		20,000.00 x
PK2407 PK2408	John Deere Lease Buyout John Deere Gator	220-3010-495-7400 220-3010-495-7400	30,000.00 10,500.00		30,000.00 x 10,500.00 x
PK2408	Markey Shade Structures	220-3030-495-7300	171,000.00		171,000.00 ×
PK2403	Concessions Trailer	220-3030-495-7300	30,000.00		30,000.00 ×
PK2411	Fire Panel	220-3030-495-7300	19,599.00		19,599.00 ×
PK2412	Multi A/B New Flooring	220-3040-495-7300	25,000.00		25,000.00 ×
PK2413	Slide and Stair Repair	220-3045-495-7300	105,000.00		105,000.00 ×
PK2414	Covered Trailer	220-3055-495-7400	7,000.00		7,000.00 x
ST2401	Public Works Facility	225-0000-495-7200	200,000.00		200,000.00 x
ST2402	Street Preservation Program	225-0000-495-7300	600,000		600,000.00 ×
ST2403	Regulatory Street Signs	225-0000-495-7300	35,000		35,000.00 x
ST2405	Dog Park Road	225-0000-495-7300	57,000.00		57,000.00 x
ST2406	Dump Truck	225-0000-495-7400	180,000		180,000.00 x
ST2407	Snow Plow	225-0000-495-7500	20,000		20,000.00 x
ST2408	Salt Spreader	225-0000-495-7500	16,500		16,500.00 x
ST2409	Liquid Brine Spraying System (Truck Mounted)	225-0000-495-7500 225-0000-495-7500	6,214 156,500		6,214.00 x 156,500.00 x
ST2410	ROW - Truck & Equipment				